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Appeal from Circuit Court, Campbell County.

Suit by M. D. Haden against W. T. Falls and others. From a decree dismissing the bill, complainant appeals. Affirmed.

*A. S. Hester*, of Lynchburg, for appellant.

*H. C. Featherston* and *Geo. E. Caskie*, both of Lynchburg, for appellees.

CANNON *v.* BATES

Jan. 15, 1914.

[80 S. E. 581.]

**1. Brokers (§ 56\*)—Compensation.**—Where only one real estate broker is employed to procure a purchaser at a stipulated price, and the owner, in independent negotiations with a purchaser interested by the broker, accepts a different price, the broker is entitled to compensation.

[Ed. Note.—For other cases, see *Brokers*, Cent. Dig. §§ 85-89; Dec. Dig. § 56.\* 2 Va.-W. Va. Enc. Dig. 640; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

**2. Brokers (§ 55\*)—Compensation—Right to Compensation.**—Where two or more brokers are authorized to make a sale of land, but are ignorant of each other's employment, the broker who was the efficient cause of the sale is entitled to compensation, regardless of the fact that another broker concluded the negotiations with a purchaser interested by the first.

[Ed. Note.—For other cases, see *Brokers*, Cent. Dig. §§ 82-84; Dec. Dig. § 55.\* 2 Va.-W. Va. Enc. Dig. 641; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

**3. Brokers (§ 55\*)—Compensation—Right to Compensation.**—Where two or more brokers have been trying to bring about a sale, and each may have rendered meritorious services without which the result would not have been reached, a discrimination must be made between them to decide whose services were the effective cause of the sale.

[Ed. Note.—For other cases, see *Brokers*, Cent. Dig. §§ 82-84; Dec. Dig. § 55.\* 2 Va.-W. Va. Enc. Dig. 641; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

**4. Brokers (§ 55\*)—Compensation—Right to Compensation.**—Where two or more brokers are employed, and they know of each other's employment, one not being more favored than the other by the principal, the broker who actually consummated a sale with a

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

purchaser first interested by his rival is the one entitled to commission.

[Ed. Note.—For other cases, see *Brokers*, Cent. Dig. §§ 82-84; Dec. Dig. § 55\* 2 Va.-W. Va. Enc. Dig. 641; 14 Va.-W. Va. Enc. Dig. 176; 15 Va.-W. Va. Enc. Dig. 145.]

Error to Law and Equity Court of City of Richmond.

Action by John W. Bates against James Cannon, Jr. There was a judgment for plaintiff, and defendant brings error. Reversed and remanded.

*Hill Montague* and *R. E. Byrd*, both of Richmond, for plaintiff in error.

*Garnett, Pollard & Smith*, of Richmond, for defendant in error.

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DIEBOLD *v.* TATTERSON.

Jan. 15, 1914.

[80 S. E. 585.]

**1. Mechanics' Liens (§ 154\*)—Proceedings to Perfect—Affidavits—Sufficiency.**—Where the president of a corporation seeking a mechanic's lien signed the affidavit appended to the statement of account as president and agent for the corporation, the affidavit sufficiently showed that it was made by an agent of the lienor.

[Ed. Note.—For other cases, see *Mechanics' Liens*, Cent. Dig. §§ 261-267; Dec. Dig. § 154\* 9 Va.-W. Va. Enc. Dig. 765; 14 Va.-W. Va. Enc. Dig. 703; 15 Va.-W. Va. Enc. Dig. 703; 15 Va.-W. Va. Enc. Dig. 667.]

**2. Mechanics' Liens (§ 149\*)—Perfection—“Account”—“Thing”—“Matter.”**—A corporation seeking a mechanic's lien filed an account which first alleged that it showed the amount and character of the work and material furnished, and was followed by an itemized account, at the end of which was appended a statement that, after deducting the credits from the debits, there was a balance of \$7,041.93 due the corporation. The jurat of the notary which followed the signature of the corporation's agent recited that the agent made oath that the matters and things stated in the foregoing account were true, and that the account was correct. Held, that as the word “matters” means with regard to or about which anything takes place, and as the word “thing” is equivalent to a transaction or occurrence, the account was sufficient; the word “account” in its broad sense meaning a recording or computation.

[Ed. Note.—For other cases, see *Mechanics' Liens*, Cent. Dig. §§ 256-259; Dec. Dig. § 149\* 9 Va.-W. Va. Enc. Dig. 765; 14 Va.-W. Va. Enc. Dig. 703; 15 Va.-W. Va. Enc. Dig. 667.]

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.